PROFESSIONAL SERVICES AGREEMENT NEWPORT MUNICIPAL AIRPORT ROOF REPLACEMENT PROJECTS

THIS AGREEMENT is between the City of Newport, an Oregon municipal corporation (City), and **HGE, Inc,** an Oregon corporation, which is registered to practice Architecture in the State of Oregon (Consultant).

RECITALS

- **A.** Pursuant to City Rule 137-048-0220, the City of Newport (City) solicited proposals for professional Consulting services to assist the City in *Newport Municipal Airport Roof Replacement Projects*.
- **B.** After reviewing all proposals, the City has selected HGE, Inc (Consultant) as the most qualified Consultant to provide the proposed services.
- **C.** Consultant is willing and qualified to perform such services.

TERMS OF AGREEMENT

1. Consultant's Scope of Services

Consultant shall perform professional Consulting services related to *Newport Municipal Airport Roof Replacement Projects*. The City is free to utilize other Consultants or consultants as it deems appropriate.

2. Effective Date and Duration

This agreement is effective on execution by both parties and shall expire, unless otherwise terminated or extended, after three years. The parties may extend the term by mutual agreement.

3. Consultant's Fee and Schedules

A. Fee

Fees for services under this Agreement shall be based on time and materials and pursuant to the rates shown in Exhibit A, with maximum amounts determined by task order. Consultant may increase the rates shown in Exhibit A on an annual basis, subject to the written approval of the City. Consultant will alert the City when Consultant is increasing its fees. Consultant will bill for progress payments on a monthly basis. In order to determine the maximum monetary limit for each task, Consultant will submit a schedule and a labor hour estimate based on the rates shown in Exhibit A. Consultant will invoice monthly progress payments based on actual time worked on the project. The maximum monetary limit will not be exceeded without prior written approval by the City. Projects partially completed may be paid for in proportion to the degree of completion.

Consultant will be reimbursed for direct charges such as the cost of printing, postage, delivery services, and subconsultant fees. Unless specifically noted in the Task Order, direct charges will be billed at cost without any markup. Office expenses such as computer cost, telephone calls, and overhead expenses are incidental and are included in the hourly rates shown in Exhibit A.

B. Payment Schedule for Basic Fee

Payments shall be made within 30 days of receipt of monthly billings based on the work completed. Payment by the City shall release the City from any further obligation for payment to the Consultant for service or services performed or expenses incurred as of the date of the statement of services. Payment shall be made only for work actually completed as of the date of invoice. Payment shall not be considered acceptance or approval of any work or waiver of any defects therein.

C. Payment for Contingency Tasks

When agreed to in writing by the City, the Consultant shall provide services described as Contingency Tasks in a Task Order.

D. Certified Cost Records

Consultant shall furnish certified cost records for all billings to substantiate all charges. Consultant's accounts shall be subject to audit by the City. Consultant shall submit billings in a form satisfactory to the City. At a minimum, each billing shall identify the Task Order under such work is performed, work completed during the billing period, percentage of work completed to date, and percentage of budget used to date for each task.

E. Identification

Consultant shall furnish to the City its employer identification number.

F. Payment – General

- 1) Consultant shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.167.
- Consultant shall pay employees at least time and a half pay for all overtime worked in excess of 40 hours in any one week except for individuals under the contract who are excluded under ORS 653.010 to 653.261 or under 29 USC sections 201 to 209 from receiving overtime. Any subcontractors utilized by Consultant under this Agreement will be paid according to the then prevailing wage.
- Consultant shall promptly, as due, make payment to any person, co-partnership, association or corporation, furnishing medical, surgical and hospital care or other needed care and attention incident to sickness or injury to the employees of Consultant or all sums which Consultant agrees to pay for such services and all moneys and sums which Consultant collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service.
- 4) Consultant shall make payments promptly, as due, to all persons supplying

services or materials for work covered under this contract. Consultant shall not permit any lien or claim to be filed or prosecuted against the City on any account of any service or materials furnished.

If Consultant fails, neglects or refuses to make prompt payment of any claim for labor, materials, or services furnished to Consultant, sub-consultant or subcontractor by any person as such claim becomes due, City may pay such claim and charge the amount of the payment against funds due or to become due to the Consultant. The payment of the claim in this manner shall not relieve Consultant or its surety from obligation with respect to any unpaid claims.

G. Schedule

Consultant shall provide services under this Agreement in accordance with the Project Schedule.

4. Ownership of Plans and Documents: Records; Confidentiality

- **A.** Definitions. As used in this Agreement, the following terms have the meanings set forth below:
 - 1) Consultant Intellectual Property means any intellectual property owned by Consultant and developed independently from this Agreement that is applicable to the Services or included in the Work Product.
 - Third Party Intellectual Property means any intellectual property owned by parties other than City or Consultant that is applicable to the Services or included in the Work Product.
 - Work Product means the Services Consultant delivers or is required to deliver to City under this Agreement. Work Product includes every invention, discovery, work of authorship, trade secret or other tangible or intangible item and all intellectual property rights therein, and all copies of plans, specifications, reports and other materials, whether completed, partially completed or in draft form.

B. Work Product

Except as provided elsewhere in this Agreement, all Work Product created by Consultant pursuant to this Agreement, including derivative works and compilations, and whether or not such Work Product is considered a "work made for hire" or an employment to invent, shall be the exclusive property of City. City and Consultant agree that such original works of authorship are "work made for hire" of which City is the author within the meaning of the United States Copyright Act. To the extent that City is not the owner of the intellectual property rights in such Work Product, Consultant hereby irrevocably assigns to City any and all of its rights, title, and interest in all original Work Product created pursuant to this Agreement, whether arising from copyright, patent, trademark, trade secret, or any other state or federal intellectual property law or doctrine. Upon City's

reasonable request, Consultant shall execute such further documents and instruments necessary to fully vest such rights in City. Consultant forever waives any and all rights relating to original Work Product created pursuant to this Agreement, including without limitation, any and all rights arising under 17 USC §106A or any other rights of identification of authorship or rights of approval, restriction or limitation on use or subsequent modifications.

- In the event Consultant Intellectual Property is necessary for the use of any Work Product, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use Consultant Intellectual Property, including the right of City to authorize contractors, Consultants and others to use Consultant Intellectual Property, for the purposes described in this Agreement.
- In the event Third Party Intellectual Property is necessary for the use of any Work Product, Consultant shall secure on City's behalf and in the name of City, an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the Third Party Intellectual Property, including the right of City to authorize contractors, Consultants and others to use the Third Party Intellectual Property, for the purposes described in this Contract.
- In the event Work Product created by Consultant under this Agreement is a derivative work based on Consultant Intellectual Property or is a compilation that includes Consultant Intellectual Property, Consultant hereby grants to City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of Consultant Intellectual Property employed in the Work Product, including the right of City to authorize contractors, Consultants and others to use the pre-existing elements of Consultant Intellectual Property employed in a Work Product, for the purposes described in this Agreement.
- In the event Work Product created by Consultant under this Agreement is a derivative work based on Third Party Intellectual Property, or a compilation that includes Third Party Intellectual Property, Consultant shall secure on City's behalf and in the name of City an irrevocable, non-exclusive, non-transferable, perpetual, royalty-free license to use the pre-existing elements of the Third Party Intellectual Property, including the right to authorize contractors, Consultants and others to use the pre-existing elements of the Third Party Intellectual Property, for the purposes described in this Agreement.
- To the extent permitted by the Oregon Constitution and by the Oregon Tort Claims Act, Consultant shall be indemnified and held harmless by City from liability arising out of re-use or alteration of the Work Product by City which was not specifically contemplated and agreed to by the Parties in this Agreement.
- Consultant may refer to the Work Product in its brochures or other literature that Consultant utilizes for advertising purposes and, unless otherwise specified, Consultant may use standard line drawings, specifications and calculations on

C. Confidential Information

- 1) Consultant acknowledges that it or its employees, Sub-Consultants, subcontractors or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is the confidential information of City or City's residents. Any and all information provided by City and marked confidential, or identified as confidential in a separate writing, that becomes available to Consultant or its employees, Sub-Consultants, subcontractors or agents in the performance of this Agreement shall be deemed to be confidential information of City ("Confidential Information"). Any reports or other documents or items, including software, that result from Consultant's use of the Confidential Information and any Work Product that City designates as confidential are deemed Confidential Information. Confidential Information shall be deemed not to include information that: (a) is or becomes (other than by disclosure by Consultant) publicly known; (b) is furnished by City to others without restrictions similar to those imposed by this Agreement; (c) is rightfully in Consultant's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; (d) is obtained from a source other than City without the obligation of confidentiality; (e) is disclosed with the written consent of City; or (f) is independently developed by employees or agents of Consultant who can be shown to have had no access to the Confidential Information; or (g) is required to be disclosed by law, subpoena, or other court order.
- 2) Consultant agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Consultant uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to City under this Agreement, and to advise each of its employees, Sub-Consultants, subcontractors and agents of their obligations to keep Confidential Information confidential. Consultant shall use its best efforts to assist City in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limiting the generality of the foregoing, Consultant shall advise City immediately in the event Consultant learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Consultant will at its expense cooperate with City in seeking injunctive or other equitable relief in the name of City or Consultant against any such person. Consultant agrees that, except as directed by City, Consultant will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, except in accordance with this Agreement, and that upon termination of this Agreement or at City's request,

Consultant will turn over to City all documents, papers, and other matter in Consultant's possession that embody Confidential Information.

Consultant acknowledges that breach of this Section 4, including disclosure of any Confidential Information, will give rise to irreparable injury to City that is inadequately compensable in damages. Accordingly, City may seek and obtain injunctive relief against the breach or threatened breach of this Section 4, in addition to any other legal remedies that may be available. Consultant acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interests of City and are reasonable in scope and content.

5. Assignment/Delegation

Neither party shall assign or transfer any interest in or duty under this Agreement without the written consent of the other. If City agrees to assignment of tasks to a subcontractor, Consultant shall be fully responsible for the acts or omissions of any subcontractors. Any approval of a subcontractor does not create a contractual relationship between the subcontractor and City.

6. Consultant is Independent Contractor

- A. The City's project director, or designee, shall be responsible for determining whether Consultant's work product is satisfactory and consistent with this Agreement, but Consultant is not subject to the direction and control of the City. Consultant shall be an independent contractor for all purposes and shall not be entitled to compensation other than the compensation provided for under Section 3 of this Agreement. The City's acceptance of the work product as satisfactory does not relieve the Consultant from responsibility for any errors in the work product.
- B. Consultant is an independent contractor and not an employee of City. Consultant acknowledges Consultant's status as an independent contractor and acknowledges that Consultant is not an employee of the City for purposes of workers compensation law, public employee benefits law, or any other law. All persons retained by Consultant to provide services under this Agreement are employees of Consultant and not of City. Consultant acknowledges that it is not entitled to benefits of any kind to which a City employee is entitled and that it shall be solely responsible for workers compensation coverage for its employees and all other payments and taxes required by law. Furthermore, in the event that Consultant is found by a court of law or an administrative agency to be an employee of the City for any purpose, City shall be entitled to offset compensation due, or to demand repayment of any amounts paid to Consultant under the terms of the Agreement, to the full extent of any benefits or other remuneration Consultant receives (from City or third party) as a result of the finding and to the full extent of any payments that City is required to make as a result of the finding.
- C. The Consultant represents that no employee of the City or any partnership or corporation in which a City employee has an interest, has or will receive any remuneration of any description from the Consultant, either directly or indirectly, in connection with the

- letting or performance of this Agreement, except as specifically declared in writing.
- D. Consultant and its employees, if any, are not active members of the Oregon Public Employees Retirement System.
- E. Consultant certifies that it currently has a City business license or will obtain one prior to delivering services under this Agreement.
- F. Consultant is not an officer, employee, or agent of the City as those terms are used in ORS 30.265.

7. Indemnity

- A. The City has relied upon the professional ability and training of the Consultant as a material inducement to enter into this Agreement. Consultant represents to the City that the work under this Agreement will be performed in accordance with the professional standards of skill and care ordinarily exercised by members of the ARCHITECTURAL & STRUCTURAL ENGINEERING professions under similar conditions and circumstances as well as the requirements of applicable federal, state and local laws, it being understood that acceptance of an Consultant's work by the City shall not operate as a waiver or release. Acceptance of documents by City does not relieve Consultant of any responsibility for design deficiencies, errors or omissions.
- B. Consultant shall defend, hold harmless and indemnify the City, its officers, agents, and employees from all claims, suits, or actions to the extent caused by the alleged negligent or otherwise wrongful acts or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees under this Agreement. This indemnification does not extend to indemnification for negligent or otherwise wrongful acts or omissions of the City. If any aspect of this indemnity shall be found to be illegal or invalid for any reason whatsoever, the illegality or invalidity shall not affect the validity of the remainder of this indemnification.
- Consultant shall save and hold harmless the City, its officers, agents, and employees from all claims, suits, or actions and all expenses incidental to the investigation and defense thereof, to the extent caused by the professional negligent acts, errors or omissions of Consultant or its subcontractors, sub-Consultants, agents or employees in performance of professional services under this Agreement. Any design work by Consultant that results in a design of a facility that does not comply with applicable laws including accessibility for persons with disabilities shall be considered a professionally negligent act, error or omission.
- D. As used in subsections B and C of this section, a claim for professional responsibility is a claim made against the City in which the City's alleged liability results directly or indirectly, in whole or in part, from the quality of the professional services provided by Consultant, regardless of the type of claim made against the City. A claim for other than professional responsibility is a claim made against the City in which the City's alleged liability results from an act or omission by Consultant unrelated to the quality of professional services

provided by Consultant.

8. Insurance

Consultant and its subcontractors shall maintain insurance acceptable to City in full force and effect throughout the term of this Agreement as detailed in this section. The insurance shall cover all risks arising directly or indirectly out of Consultant's activities or work hereunder, including the operations of its subcontractors of any tier.

The policy or policies of insurance maintained by the Consultant and its subcontractors shall provide at least the following limits and coverages:

A. Commercial General Liability Insurance

Comprehensive General Liability Insurance covering Bodily Injury and Property Damage on an "occurrence" form with policy limits of at least per occurrence. This coverage shall include Contractual Liability insurance for the indemnity provided under this Agreement in an amount of \$2,000,000.

B. Professional Liability

Professional Liability Insurance covering any damages caused by an error, omission or any negligent acts. Combined single limit per claim shall not be less than \$1,300,000, or the equivalent. Annual aggregate limit shall not be less than \$2,000,000 and filed on a "claims-made" form.

C. Commercial Automobile Insurance

Commercial Automobile Liability coverage on an "occurrence" form including coverage for all owned, hired, and non-owned vehicles. The Combined Single Limit per occurrence shall not be less than \$1,300,000.

D. Workers' Compensation Insurance

The Consultant, its subcontractors, if any, and all employers providing work, labor or materials under this Agreement are subject employers under the Oregon Workers' Compensation Law and shall comply with ORS 656.017, which requires them to provide workers' compensation coverage that satisfies Oregon law for all their subject workers. Out-of-state employers must provide Oregon workers' compensation coverage for their workers who work at a single location within Oregon for more than 30 days in a calendar year. Consultants who perform work without the assistance or labor of any employee need not obtain such coverage.

E. Additional Insured Provision

The Commercial General Liability Insurance Policy shall include the City its officers, directors, and employees as additional insureds with respect to this Agreement. Coverage will be endorsed to provide a per project aggregate.

F. Extended Reporting Coverage

If any of the liability insurance is arranged on a "claims made" basis, Extended Reporting coverage will be required at the completion of this Agreement to a duration of 24 months or the maximum time period the Consultant's insurer will provide if less than 24 months. Consultant will be responsible for furnishing certification of Extended Reporting coverage as described or continuous "claims made" liability coverage for 24 months following Agreement completion. Continuous "claims made" coverage will be acceptable in lieu of Extended Reporting coverage, provided its retroactive date is on or before the effective date of this Agreement. Coverage will be endorsed to provide a per project aggregate.

G. Notice of Cancellation

There shall be no cancellation, material change, exhaustion of aggregate limits or intent not to renew insurance coverage without 30 days written notice to the City. Any failure to comply with this provision will not affect the insurance coverage provided to the City. The 30 days' notice of cancellation provision shall be physically endorsed on to the policy.

H. Insurance Carrier Rating

Coverage provided by the Consultant must be underwritten by an insurance company deemed acceptable by the City. The City reserves the right to reject all or any insurance carrier(s) with an unacceptable financial rating.

I. Certificates of Insurance

As evidence of the insurance coverage required by the Agreement, the Consultant shall furnish a Certificate of Insurance to the City. No Agreement shall be effected until the required certificates have been received and approved by the City. The certificate will specify and document all provisions within this Agreement. A renewal certificate will be sent to the address below ten days prior to coverage expiration.

J. Primary Coverage Clarification

The parties agree that Consultant's coverage shall be primary to the extent permitted by law. The parties further agree that other insurance maintained by the City is excess and not contributory insurance with the insurance required in this section.

K. Copy of Policy or Certificate of Insurance

A cross-liability clause or separation of insureds clause will be included in the general liability policy required by this Agreement. Consultant shall furnish City with at least 30-days written notice of cancellation of, or any modification to, the required insurance coverages. A copy of each insurance policy, certified as a true copy by an authorized representative of the issuing insurance company, or at the discretion of City, in lieu thereof, a certificate in form satisfactory to City certifying to the issuance of such insurance shall be forwarded to:

Spencer Nebel
City Manager
City of Newport
169 SW Coast Highway
Newport, Oregon 97365

Thirty days cancellation notice shall be provided City by certified mail to the name at the address listed above in event of cancellation or non-renewal of the insurance. The procuring of the required insurance shall not be construed to limit Consultant's liability under this agreement. The insurance does not relieve Consultant's obligation for the total amount of any damage, injury, or loss caused by negligence or neglect connected with this Agreement.

9. Termination Without Cause

At any time and without cause, City shall have the right in its sole discretion, to terminate this Agreement by giving notice to Consultant. If City terminates the Agreement pursuant to this section, Consultant shall be entitled to payment for services provided prior to the termination date.

10. Termination With Cause

- A. City may terminate this Agreement effective upon delivery of written notice to Consultant, or at such later date as may be established by City, under any of the following conditions:
 - If City funding from federal, state, local, or other sources is not obtained and continued at levels sufficient to allow for the purchase of the indicated quantity of services. This Agreement may be modified to accommodate a reduction in funds.
 - 2) If Federal or State regulations or guidelines are modified, changed, or interpreted in such a way that the services are no longer allowable or appropriate for purchase under this Agreement.
 - 3) If any license or certificate required by law or regulation to be held by Consultant, its subcontractors, agents, and employees to provide the services required by this Agreement is for any reason denied, revoked, or not renewed.

Any termination of this agreement under paragraph (A) shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

- **B.** City, by written notice of default (including breach of Agreement) to Consultant, may terminate this Agreement:
 - If Consultant fails to provide services called for by this Agreement within the time specified, or

- 2) If Consultant fails to perform any of the other provisions of this Agreement, or fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from City, fails to correct such failures within ten days or such other period as City may authorize.
- **C.** If City terminates this Agreement, it shall pay Consultant for all undisputed invoices tendered for services provided prior to the date of termination.
- D. Damages for breach of Agreement shall be those allowed by Oregon law, reasonable and necessary attorney fees, and other costs of litigation at trial and upon appeal.

11. Non-Waiver

The failure of City to insist upon or enforce strict performance by Consultant of any of the terms of this Agreement or to exercise any rights hereunder, should not be construed as a waiver or relinquishment to any extent of its rights to assert or rely upon such terms or rights on any future occasion.

12. Notice

All notices, bills and payments shall be made in writing and may be given by personal delivery, mail, or by fax. Payments may be made by personal delivery, mail, or electronic transfer. The following addresses shall be used to transmit notices, bills, payments, and other information:

IF TO CITY OF NEWPORT

Melissa Román
Airport Project Manager
City of Newport
169 SW Coast Highway
Newport, OR 97365
541-574-3377
m.roman@newportoregon.gov

IF TO CONSULTANT:

Joseph A. Slack
Principal Architect
HGE Inc., Architects, Engineers, Surveyors & Planners
375 Park Avenue, Suite 1
Coos Bay, Oregon 97420
541-269-1166
joeslack@hge1.com

The date of deposit in the mail shall be the notice date for first class mail. All other notices, bills and payments shall be effective at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving written notice pursuant to this paragraph.

13. Merger

This writing is intended both as a final expression of the Agreement between the parties with respect to the included terms and as a complete and exclusive statement of the terms of the Agreement. No modification of this Agreement shall be effective unless and until it is made in writing and signed by both parties.

14. Force Majeure

Neither City nor Consultant shall be considered in default because of any delays in completion and responsibilities hereunder due to causes beyond the control and without fault or negligence on the part of the parties so disenabled, including but not restricted to, an act of God or of a public enemy, civil unrest, volcano, earthquake, fire, flood, epidemic, quarantine restriction, area-wide strike, freight embargo, unusually severe weather or delay of subcontractors or supplies due to such cause; provided that the parties so disenabled shall within ten days from the beginning of such delay, notify the other party in writing of the cause of delay and its probable extent. Such notification shall not be the basis for a claim for additional compensation. Each party shall, however, make all reasonable efforts to remove or eliminate such a cause of delay or default and shall, upon cessation of the cause, diligently pursue performance of its obligation under the Agreement.

15. Non-Discrimination

Consultant agrees to comply with all applicable requirements of federal and state statutes, rules, and regulations. By way of example only, Consultant also shall comply with the Americans with Disabilities Act of 1990, ORS 659.425, and all regulations and administrative rules established pursuant to those laws.

16. Errors

Consultant shall perform such additional work as may be necessary to correct errors in the work required under this Agreement without undue delays and without additional cost.

17. Extra Work

Extra work or work on Contingency Tasks is not authorized unless the City authorizes the additional or contingency work in writing. Failure of Consultant to secure written authorization for extra work shall constitute a waiver of all right to adjustment in the Agreement price or Agreement time due to unauthorized extra work and Consultant shall be entitled to no compensation for the performance of any extra work not authorized in writing.

18. Governing Law

The Agreement is subject to Oregon law. Any action or suits involving any question arising under this Agreement must be brought in the appropriate court in Lincoln County, Oregon.

19. Compliance With Applicable Law

Consultant shall comply with all federal, state, and local laws and ordinances applicable to the work under this Agreement, including but not limited to those set forth in ORS 279A, B & C. While all required contractual provisions are included in Exhibit B, Consultant shall be familiar with and responsible for compliance with all other applicable provisions of the Oregon Public Contracting Code.

20. Conflict Between Terms

This instrument shall control in the event of any conflict between terms between this document and the RFP and/or proposal.

21. Access to Records

City shall have access to the books, documents, papers and records of Consultant that are directly pertinent to this Agreement for the purpose of making audit, examination, excerpts and transcripts.

22. Audit

Consultant shall maintain records to assure conformance with the terms and conditions of this Agreement, and to assure adequate performance and accurate expenditures within the Agreement period. Consultant agrees to permit City or its duly authorized representatives to audit all records pertaining to this Agreement to assure the accurate expenditure of funds.

23. Severability

In the event any provision or portion of this Agreement is held to be unenforceable or invalid by any court of competent jurisdiction, the validity of the remaining terms and provisions shall not be affected to the extent that it did not materially affect the intent of the parties when they entered into the Agreement.

24. Industrial Accident Fund Payment

Consultant shall pay all contributions or amount due the Industrial Accident Fund that Consultant or subcontractors incur during the performance of this Agreement.

25. Arbitration

All claims, disputes, and other matters in question between the City and Consultant arising out of, or relating to this Contract, including rescission, reformation, enforcement, or the breach thereof except for claims which may have been waived by the making or acceptance of final payment, may be decided by binding arbitration in City's sole discretion, in accordance with the Oregon Uniform Arbitration Act, ORS 36.600, et seq. and any additional rules mutually agreed to by both parties. If the parties cannot agree on rules within ten (10) days after the notice of demand, the presiding judge of the Lincoln County Circuit Court will establish rules to govern the arbitration.

A claim by Consultant arising out of, or relating to this Contract must be made in writing and delivered to the City Administrator not less than 30 days after the date of the occurrence giving rise to the claim. Failure to file a claim with the City Administrator within 30 days of the date of the occurrence that gave rise to the claim shall constitute a waiver of the claim. A claim filed with the City Administrator will be considered by the City Board at the Board's next regularly scheduled meeting. At that meeting the Board will render a written decision approving or denying the claim. If the claim is denied by the Board, the Consultant may file a written request for arbitration with the City Administrator. No demand for arbitration shall be effective until the City Board has rendered a written decision denying the underlying claim. No demand for arbitration shall be made later than thirty (30) days after the date on which the City has rendered a written decision on the underlying claim. The failure to demand arbitration within said 30 days shall result in the City Board's decision being binding upon the City and Consultant.

Notice of demand for arbitration shall be filed in writing with the other party to the agreement, subject to applicable statutes of limitation, except as set forth above. The City, if not the party demanding

arbitration, has the option of allowing the matter to proceed with binding arbitration or by written notice within five (5) days after receipt of a demand for arbitration, to reject arbitration and require the Consultant to proceed through the courts for relief. If arbitration is followed, the parties agree that the award rendered by the arbitrators will be final, judgment may be entered upon it in any court having jurisdiction thereof, and will not be subject to modifications or appeal except to the extent permitted by Oregon law.

26. Attorney Fees

If suit, action or arbitration is brought either directly or indirectly to rescind, reform, interpret or enforce the terms of this contract, the prevailing party shall recover and the losing party hereby agrees to pay reasonable attorney's fees incurred in such proceeding, in both the trial and appellate courts, as well as the costs and disbursements. Further, if it becomes necessary for City to incur the services of an attorney to enforce any provision of this contract without initiating litigation, Consultant agrees to pay City's attorney's fees so incurred. Such costs and fees shall bear interest at the maximum legal rate from the date incurred until the date paid by losing party

27. Complete Agreement

This Agreement and any exhibit(s) hereto and any and all Task Orders executed by the parties constitute the entire agreement between the parties. No waiver, consent, modification, or change of terms of this Agreement shall bind either party unless in writing and signed by both parties. Any waiver, consent, modification, or change if made, shall be effective only in specific instances and for the specific purpose given. There are no understandings, agreements, or representations, oral or written, not specified herein regarding this Agreement. In the event of a conflict between the documents comprising this Agreement, interpretation shall occur in the following manner: 1) each individual Task Order; 2) this Agreement and any exhibits hereto; and 3) the RFP and Response. The following exhibits are attached to and incorporated into this Agreement:

- A. Exhibit A Fees;
- B. Exhibit B Oregon Public Contracting Code/required contractual provisions
- **C.** Exhibit C Consultant of Record RFP and Consultant's Proposal.

28. Miscellaneous

- A. Consultant agrees that news releases and other publicity relating to the subject of this Agreement will be made only with the prior written consent of City.
- B. Consultant shall comply with all virus-protection, access control, back-up, password, and other security and other information technology policies of City when using, having access to, or creating systems for any of City's computers, data, systems, personnel, or other information resources.
- **C.** Consultant will include in all contracts with subcontractors appropriate provisions as required by ORS 279C.580.
- D. Consultant will comply with environmental and natural resources regulations as set forth in ORS 279B.525 and regulations relating to the salvaging, recycling, composting or

mulching yard waste material, and salvage and recycling of construction and demolition debris as set forth in ORS 279B.225 and 270C.510.

By their signatures hereunder, the parties acknowledge they have read and understand this Agreement and agree to be bound by its terms. This Agreement is effective on the date last signed below by a party below:

CITY OF NEWPORT

Spencer Nebel, City Manager

Date: 4/16/14

HE; Inc

Joseph A. Slack
President and Principal Architect
President and Principal Architect

Date: 4/16/14

EXHIBIT A CONSULTANT'S FEE SCHEDULE



HGE INC., ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS

STANDARD HOURLY RATE SCHEDULE for the CITY OF NEWPORT

Effective: 2014

Principal Architect	\$125.00
Senior Architect	\$ 94.00
Project Architect	\$ 89.00
Architectural Intern	\$ 81.00
Technician	\$ 77.00
Office Manager/CDT	\$ 61.00
Clerical/Staff Editor	\$ 58.00

Standard hourly rate schedule to be updated on January 1st of each year.

Reimbursable Expenses:

Printing, reproduction and miscellaneous expenses - at cost plus 10% for handling. Mileage - at \$0.55.

One-time fee for increased insurance premium. Administration fee for sub-consultant contract management.





SCHEDULE OF EXPENSES

DCI ENGINEERS

PROFESSIONAL SERVICES

Project Engineer 301	65\$/hr	Senior Project Manager 251	110\$/hr
Project Engineer 302	70\$/hr	Senior Project Manager 252	120\$/hr
Project Engineer 303	75\$/hr	Senior Project Manager 253	130\$/hr
Project Engineer 304	80\$/hr	Senior Project Manager 254	140\$/hr
Project Engineer 305	85\$/hr	Senior Project Manager 255	160\$/hr
Project Engineer 306	90\$/hr	Senior Project Manager 256	180\$/hr
Project Engineer 307	95\$/hr	-	
Project Engineer 308	100\$/hr	Principal Engineer 10	140\$/hr
Project Engineer 309	105\$/hr	Principal Engineer 11	160\$/hr
Project Engineer 310	110\$/hr	Principal Engineer 12	180\$/hr
Project Engineer 311	115\$/hr	Principal Engineer 13	200\$/hr
Project Engineer 312	120\$/hr	Principal Engineer 14	225\$/hr
		Principal Engineer 15	250\$/hr
Senior Engineer 101	120\$/hr	Principal Engineer 16	300\$/hr
Senior Engineer 102	130\$/hr	, -	
Senior Engineer 103	140\$/hr	Technical Designer 401	50\$/hr
Senior Engineer 104	150\$/hr	Technical Designer 402	55\$/hr
Senior Engineer 105	160\$/hr	Technical Designer 403	60\$/hr
Senior Engineer 106	180\$/hr	Technical Designer 404	65\$/hr
Senior Engineer 107	200\$/hr	Technical Designer 405	70\$/hr
•		Technical Designer 406	75\$/hr
Project Manager 201	90\$/hr	Technical Designer 407	80\$/hr
Project Manager 202	100\$/hr	Technical Designer 408	90\$/hr
Project Manager 203	110\$/hr	Technical Designer 409	100\$/hr
Project Manager 204	120\$/hr	<u>-</u>	
Project Manager 205	130\$/hr	Senior Technical Designer 451	80\$/hr
Project Manager 206	140\$/hr	Senior Technical Designer 452	90\$/hr
Project Manager 207	150\$/hr	Senior Technical Designer 453	100\$/hr
, 3		Senior Technical Designer 454	110\$/hr
Clerical and Administrative 501	40\$/hr	Senior Technical Designer 455	120\$/hr
Clerical and Administrative 502	50\$/hr	Senior Technical Designer 456	130\$/hr
Clerical and Administrative 503	80\$/hr	_	

REIMBURSABLE SERVICES

Origina	al Plots and Archit		Copie	es and Architectural	Plotting
	with Drawing I	Files		with Plot Files	
Media	Size	Fee	Media	Size	Fee
Bond	A-B Size	\$3.48/Plot	Bond	A Size	\$0.09/Plot
Bond	C Size	\$4.75/Plot	Bond	B Size	\$0.18/Plot
Bond	D Size	\$6.00/Plot	Bond	C Size	\$1.03/Plot
Bond	E-E1 Size	\$9.48/Plot	Bond	D Size	\$1.32/Plot
Vellum	A-B Size	\$5.25/Plot	Bond	E-E1 Size	\$2.09/Plot
Vellum	C Size	\$7.10/Plot	Color	A Size	\$0.95/Plot
Vellum	D Size	\$9.00/Plot	Color	B Size	\$1.50/Plot
Vellum	E-E1 Size	\$14.20/Plot	Color	Scan to File	\$5.00
Mylar	A-B Size	\$8.70/Plot			
Mylar	C Size	\$11.75/Plot	Out of Office Services/Expenses		\$1.10x Direct
Mylar	D Size	\$15.00/Plot			Cost
Mylar	E-E1 Size	\$23.70/Plot	Personnel Transpor	tation	\$0.555/mile

EXHIBIT B

Oregon Public Contracting Requirements

ORS CHAPTER 279B PUBLIC CONTRACTING REQUIREMENTS FOR THE PURCHASE OF GOODS AND SERVICES

- (1) Contractor shall pay promptly, as due, all persons supplying labor or materials for the prosecution of the work provided for in the contract, and shall be responsible for such payment of all persons supplying such labor or material to any Subcontractor. ORS 279B.220(1).
- (2) Contractor shall promptly pay all contributions or amounts due the Industrial Accident Fund from such Contractor or Subcontractor incurred in the performance of the contract. ORS 279B.220(2).
- (3) Contractor shall not permit any lien or claim to be filed or prosecuted against the Contracting Agency on account of any labor or material furnished and agrees to assume responsibility for satisfaction of any such lien so filed or prosecuted. ORS 279B.220(3).
- (4) Contractor and any Subcontractor shall pay to the Department of Revenue all sums withheld from employees pursuant to ORS 316.617. ORS 279B.220(4).
- (5) Contractor agrees that if Contractor fails, neglects or refuses to make prompt payment of any claim for labor or materials furnished to the Contractor or a Subcontractor by any person in connection with the contract as such claim becomes due, the City may pay such claim to the persons furnishing the labor or material and charge the amount of payment against funds due or to become due Contractor by reason of the contract. The payment of a claim in the manner authorized hereby shall not relieve the Contractor or his surety from his or its obligation with respect to any unpaid claim. If the City is unable to determine the validity of any claim for labor or material furnished, the City may withhold from any current payment due Contractor an amount equal to said claim until its validity is determined and the claim, if valid, is paid.
- (6) Contractor shall promptly, as due, make payment to any person, copartnership, association, or corporation, furnishing medical, surgical and hospital care or other needed care and attention, incident to sickness or injury, to employees of such Contractor, of all sums which the Contractor agrees to pay for such services and all monies and sums which the Contractor collected or deducted from the wages of employees pursuant to any law, contract or agreement for the purpose of providing or paying for such service. ORS 279B.230(1).
- (7) All subject employers working under the contractor are either employers that will comply with ORS 656.017, or employers that are exempt under ORS 656.126. ORS 279B.230(2).
- (8) Contractor shall pay employees for overtime work performed under the contract in accordance with ORS 653.010 to 653.261 and the Fair Labor Standards Act of 1938 (29 USC 201, et seq). ORS 279B.235(3).
- (9) The Contractor must give notice to employees who work on this contract in writing, either at the time of hire or before commencement of work on the contract, or by posting a notice in a location frequented by employees, of the number of hours per day and the days per week that the employees may be required to work. ORS 279B.235(2).

- (10) All sums due the State Unemployment Compensation Fund from the Contractor or any Subcontractor in connection with the performance of the contract shall be promptly so paid. ORS 701.430.
- (11) The contract may be canceled at the election of City for any willful failure on the part of Contractor to faithfully perform the contract according to its terms.
- (12) Contractor certifies compliance with all applicable Oregon tax laws, in accordance with ORS 305.385.
- (13) Contractor certifies that it has not discriminated against minorities, women or emerging small business enterprises in obtaining any required subcontractors. ORS 279A.110.
- (14) As used in this section, "nonresident contractor" means a contractor that has not paid unemployment taxes or income taxes in the state of Oregon during the 12 calendar months immediately preceding submission of the bid for the contract, does not have a business address in this state, and stated in the bid for the contract that it was not a "resident bidder" under ORS 279A.120. When a public contract is awarded to a nonresident contractor and the contract price exceeds \$10,000, the contractor shall promptly report to the Department of Revenue on forms to be provided by the department the total contract price, terms of payment, length of contract and such other information as the department may require before the bidder may receive final payment on the public contract. ORS 279A.120.

EXHIBIT C Consultant's Proposal

Proposal to Provide Architectural & Structural Engineering Services for the

City of Newport, Oregon Municipal Airport Roof Replacement Projects Due: March 28, 2014

Submitted by:



ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS



ORIGINA!

ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS



375 Park Avenue, Suite 1, Coos Bay, Oregon 97420 Ph; 541,269,1166 Fax; 541,269,1833 www.hge1.com Email: general@hge1.com

City of Newport 169 SW Coast Highway Newport, Oregon 97365 March 26, 2014

Attn: Spencer Nebel

City Manager

RE: Proposal for Architectural & Structural Engineering Services

Newport Municipal Airport Roof Replacement Projects

Dear Mr. Nebel and Members of the Screening Committee:

Thank you for the opportunity to submit our proposal for the above referenced project. We are very much interested to work with the City again, having successfully worked with the City in the past, most recently on the Senior Center Addition/Remodel. The undersigned, Joseph Slack led the HGE team in our work with the City, and will do the same for the Airport Roof Replacement projects. Joseph Slack is authorized to represent HGE, Inc. in negotiating and signing any agreement which may result from this proposal.

We feel we are especially qualified to assist you with this project for the following reasons:

- 1. Experience with public facilities, including airport facilities,
- 2. Experience with metal building structures of different sizes,
- 3. Experience with re-roofs, rehabilitations, and remodels,
- 4. More than 59 years of combined experience practicing architecture on the Oregon Coast,
- 5. We have multi-disciplinary skills and training on our team,
- We are committed to designing energy efficient and sustainable structures, and this includes retrofits, rehabilitation, and remodels, and
- 7. Knowledge of contracting statutes, rules, and procedures, including BOLI and Davis-Bacon wage rate requirements.

As per RFP requirements, HGE affirms the following:

- HGE, Inc. is an equal opportunity employer, and has a written and approved policy
 of nondiscrimination in employment because of race, age, color, sex, religion,
 national origin, mental or physical disability, political affiliation, marital status, or
 other protected class. HGE also has a drug-free workplace policy.
- 2. HGE's proof of insurance coverage is found in the Appendix.
- 3. HGE Inc., HGE's design professionals, and subconsultants are all licensed to work in the State of Oregon.

Proposal for Architectural & Structural Engineering Services
Newport Municipal Airport Roof Replacement Projects
Page 2

- 4. HGE, Inc. accepts all the terms and conditions contained in the Request for Proposals and that this proposal shall be considered valid for 120 days after the submission deadline.
- 5. HGE, Inc. accepts that all materials and documents acquired or produced by HGE, Inc. in conjunction with a resulting contract shall be delivered to and become property of the City of Newport without restriction or limitation of their future use.

In the following pages is our proposal, along with projects we feel are relevant to your proposed project. We hope this will provide a better understanding of our firm, our capabilities and experience, as well as our desire to work with you on this important project. Please feel free to contact our references, and thank you again for your consideration.

Respectfully,

HGE INC., Architects; Engineers, Surveyors & Planners

oseph A. Slack, AIA, LEED AP

Principal Architect

Table of Contents

TRM QUALIFICATIONS	1
(EY INDIVIDUALS	
PROJECT UNDERSTANDING	4
PROJECT APPROACH AND PRELIMINARY SCHEDULE	5
AMILIARITY WITH CITY OF NEWPORT AND LINCOLN COUNTY PERMITTING PROCEDURES and REGULATIONS	
RESOURCES / EXPERIENCED STAFF / CURRENT AND PROJECTED WORKLOADS	9
PUBLIC SAFETY TRACK RECORD	10
EXPERIENCE WITH PUBLIC PROJECTS	11
SPECIFIC EXPERIENCE WITH RETRO-FITTING / RE-ROOFING / PAINTING / LIGHTING PROJECTS (PARTIAL LISTING)	12
EXPERIENCE WITH PRIVATE PROJECTS	
HGE HISTORICAL PROJECT COST DATA	16
REFERENCES	

APPENDIX

Team Resumes & DCI Engineers Statement of Qualifications

Joseph A. Slack - copy of license

HGE Inc. Letters of Reference

HGE Inc. Insurance Certificates

FIRM QUALIFICATIONS

HGE Inc., Architects, Engineers, Surveyors & Planners (HGE) is an employee-owned firm specializing in municipal projects for Oregon communities. Our firm has been designing and building projects on the Oregon Coast as part of the community since 1952. Our office is located in Coos Bay and our staff resides locally within Coos County. Our locality gives us an understanding of our unique climate and its challenges that non-local firms cannot offer.

As a multi-disciplined firm, HGE has a tremendous amount of experience providing professional consulting services for public and private institutions, designing projects with differing criteria, and providing the skills and expertise to arrive at creative solutions. We understand how important it is to provide stability for our clients. We have enjoyed decades-long relationships in which we have been retained by our clients for multiple projects. This has given us a proven track record for seeing projects through from start to completion. During our 60+ years of service to the Oregon community, we have successfully completed more than 7,000 projects in Oregon, varying in size from several thousand dollars to \$14 million in construction costs. We have also design park recreation facilities for federal, state, county, and city organizations -- a testament to our ability to navigate and coordinate with various levels of regulations, codes, and HGE has proven success in Oregon and the authorities. longevity of our firm attests to the quality of performance and services provided by our office.

HGE is experienced in providing services in the following disciplines:

Architecture: Commercial, Industrial, Educational, Medical, Institutional, Residential, and Landscape Design

Engineering: Water/Wastewater, Civil/Structural, Transportation, Storm/Surface, Construction Management

Surveying: Water Rights, Subdivisions, Multi-housing, Hydrographic, Volumetric, Aerial Photogrammetric

Planning: Infrastructure, Environmental Planning, Master Planning, Feasibility Studies, Code Compliance HGE INC., ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS

375 Park Ave., Ste 1 Coos Bay, Oregon 97420

Telephone: 541.269.1166 Fax: 541.269.1833 Email: general@hge1.com

OR Tax I.D. Number: #0820938-8

Federal Tax I.D. Number: 93-1162013

Firm Philosophy:

Provide quality design for every project undertaken, and deliver all projects on time and within the established budget.

Benefits of Hiring HGE:

- More than 60 years of experience working on projects in our coastal environment
- Local staff residing on the Oregon Coast.
- Personal approach and quality of service.
- Staff availability to complete the project on time, within the established budget.
- Staff experienced with grant writing to secure funding.

KEY INDIVIDUALS

JOSEPH A. SLACK, AIA, LEED AP, Principal-in-Charge, will act as the principal-in-charge to whom you will always have direct access. The City of Newport will have all of his contact information, including his mobile number. Joe will remain directly involved throughout the project so that there is no loss of coordination or responsibility. Joe has worked on numerous projects with similar requirements to the Newport Municipal Airport Roof Replacement Project. Key team members will be assisted by a highly proficient professional and support staff who will be available to provide assistance when needed. HGE is assigning to the Airport Roof Replacement projects the personnel and expertise required to complete the projects on time and within budget.

ANDREW LOCATI, Project Architect, will provide technical support and assure timely delivery of services. He has considerable experience in rehabilitations, remodels, retrofits, and re-roofs, and is a veteran architect here on the Oregon Coast. He completed a couple of similar sized reroofing projects for the Coos Bay – North Bend Water Board. Both of these projects are on the Coos Bay – North Bend Water Board Campus and Andy provided architectural services with his own firm. HGE is proud to have Andy recently join our firm.

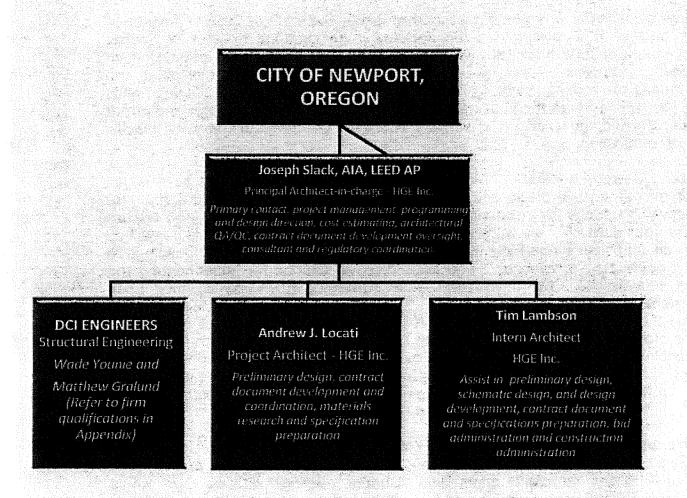
TIM LAMBSON, Intern Architect, will also assist as needed to assure the City of Newport efficient project delivery. He will be available to go on site during design and construction. We recently completed a re-roof project in Brookings for the Coos-Curry Electric Cooperative office-warehouse building, and window upgrade projects at Marshfield High School. Tim was Instrumental in these projects. He also performed as project manager of the Coos Bay Fire Station #1 project.

SUB CONSULTANT: DCI ENGINEERS, Structural Engineering

We have worked with our sub consultant for structural engineering, DCI Engineer's, on numerous projects, past and present. We are very comfortable in partnering with DCI Engineers to provide the City of Newport the highest quality of service.

Our team for the Newport Municipal Airport Roof Replacement Project has proven experience working together on numerous projects on the Oregon Coast and throughout Oregon. Our team experience will assure the City that the Airport Roofing Replacement projects will maintain and preserve the facilities for years to come. Proposed team organization chart with each member's proposed responsibilities/function is found below. Find in the appendix, resumes of our key project staff and DCI Engineers' statement of qualifications.

ORGANIZATIONAL CHART



PROJECT UNDERSTANDING

Maintenance projects for various entities throughout the state of Oregon have been a large part of HGE 's workload for decades. We continue to work for public schools, municipalities, hospital districts, and cities such as yours to develop an appropriate, maintenance free, dependable, and value conscious set of plans and specifications for roofing, painting, exterior rehabilitation, and other maintenance type work. This assures the public agency that the various bidders, local and out of the area, are bidding exactly the same scope of work, down to the very specific details of installation.

The City of Newport's Municipal Airport Roof Replacement projects are part of this class of maintenance projects and we will spend the time to review the scope of work, develop options for discussion and cost estimating, and present and discuss these for your decision. We will work with metal building manufacturers as well as specialized contractors who have experience with pre-engineered metal buildings to assist in developing a reasonable and cost effective solution for implementing the improvement work. We used this same strategy with Curry County Road Department as they had a 25-year old "Butler" Building (pre-engineered metal building) that had roof leakage issues. A tear-off was considered but by working with the manufacturer and an experienced contractor we ended up with installing a new standing seam metal roofing system over the top that was compatible with the existing, and avoided exposing the shops and office space below. The solution for the City of Newport will probably be very different but that is just an example of the process that we go through to arrive at a design solution.

The tasks outlined in the RFP follow very closely and typically to our work process. We would be on-site during design phase to explore and arrive at some options (together with the structural engineer). During meetings with you we would present options and cost estimates and together arrive at a solution. Documents would then be finalized – drawings, detail drawings, material specifications, bidding and contract requirements as part of a project manual, and we would then be ready to go out to bid.

We typically handle all aspects of the bidding phase for the Owner and this includes preparing and publishing the advertisement for bids, issuing addendums as needed, conducting the mandatory pre-bid meeting, and assisting with the opening of bids. We would review such bids and perform a due diligence background and reference check on the bidder under consideration for award. We would then submit a letter of recommendation of award, working with you for this recommendation. Upon award we would prepare the Owner-Contractor Agreement.

During construction phase, both our architectural team and structural engineer will be available for contractor assistance, and will perform site observation visits. Submittals and shop drawing review would be part of our scope of work as well as reviewing and approving pay requests. We have no exception to the items and tasks outlined in your RFP.

PROJECT APPROACH AND PRELIMINARY SCHEDULE

We have developed a philosophy and method of work that is based on communication and teamwork.

- We begin by emphasizing the involvement of our clients in the project. HGE considers the client to be the primary member of the team, and we keep them involved and informed in the project during all phases.
- 2. We then assign a "principal-in-charge" to each project. The client always has access to the principal-in-charge who remains directly involved throughout the project. Communication is the foundation of our teamwork and one we consider very important in developing successful design solutions. We ensure that the progress of the project is not dependent on one person's availability, so we assign senior staff to be fully conversant of all project details, and able to perform up to speed as need arises.
- 3. We are committed to the practice of presenting alternatives. The Design Team (Architects, Engineers, and Client) can function effectively when exploring and evaluating alternatives together. At HGE, we believe in using our expertise as a resource, not a mandate. While we have a depth of similar experience to draw from, we approach each project as a unique challenge and we seek out matches for its program requirements, site, budget, and schedule. Whatever the Design Team decides, we make sure the ramifications of each decision are clearly spelled out in terms of impact on the facility, client's work flow, staff, environment, schedule, and cost.

As an example, we will work extensively with your Facilities Maintenance Coordinator, to gain valuable information about the existing roofing conditions, the problems that the roofs have had, the age of the roof and composition of the roofing and the substructure. Knowing this, we would then discuss with the City several options to determine the best solution for the situation. Any of these options would be quickly explored and priced out for information to review with the City so an informed decision could be made. Alternate bidding could also be used to assure budget compliance.

- 4. Design needs strong project management to realize its full intent. HGE will provide effective project management throughout the life of a project: monitoring schedules and ensuring timely delivery of output, producing comprehensible and clear contract documents; delivering quality bid administration, and practicing rigorous construction management. We will always be watchful for any issues and challenges that may arise, and proactively discuss and monitor implementation of action plans to resolve them. All these are facilitated through regularly scheduled design and construction progress meetings that are standard in all our projects.
- 5. Monitoring the progress of a project vis-a-vis its costs is crucial to its success. HGE relies on proven practices to accomplish this important part of project management:

a. We prepare budgets and cost estimates, and keep these updated as the project progresses, designs are approved, and materials are specified; when necessary, we perform value engineering to manage costs;

b. During construction management, we perform regular site visits to verify progress of work and materials used, versus the contractor's pay

application.

- I. Pay applications must be supported with certified payrolls, and materials on hand must be verified and supported with purchase/delivery receipts, as well as visual confirmation on site.
- ii. Our site visits are documented with reports and photographs and distributed to all members of the team.
- III. Change order requests are strictly evaluated and require owner's approval prior to implementation.

In everything we do, we work to provide a complete service to satisfy a complete service to satisfy our client's needs and expectations. We have remained in business for 60+ years by caring about our clients' projects as much as they do, which leads to long-term, multi-project relationships.

PRELIMINARY SCHEDULE

At this time, without further investigation and confirmation of scope, our proposed preliminary schedule will be based on the time anticipated to progress through the various design and construction phases for this project. We have described the various design and construction phases below. This is for full architectural services from pre-design, design, thru bidding, construction phase, final payment and one-year warrantee walkthrough.

DESCRIPTION OF SERVICES and PRELIMINARY SCHEDULE ESTIMATE

 Preliminary Design - Site meeting to look at roofs, discuss existing problems, develop various roofing systems options, potential alternate bids and determine scope of work. Develop preliminary cost estimates for various roofing system options and review with Owner.
 Determine roofing details necessary based on selected roofing system.

Principal Architect - 20 hrs
Project Architect - 24 hrs
Structural Engineer - 12 hrs

 Construction Documents - Graphic documentation of the various roofs that are in the project scope. Design and drawing of necessary roofing details. Production of construction specifications.

Principal Architect - 20 hrs
Project Architect - 80 hrs
Structural Engineer - 40 hrs

 Bidding / Negotiation Phase - Pre-bid walk through, distribution of Construction Documents, answering contractor questions regarding the project, issuing of any addendum, bid opening, issuing award of project and notice to proceed.

Principal Architect - 16 hrs
Project Architect - 20 hrs
Structural Engineer - 2 hrs

Construction Administration - Make project site visits at various times during construction to
ensure that construction documents are being adhered to Answer contractor questions
regarding the project. Process pay requests and wage rate documents. Conduct project closeout including manufacturers roofing warranty.

Principal Architect - 20 hrs
Project Architect - 60 hrs
Structural Engineer - 12 hrs

We understand the timeline for the City and are prepared to commence within three (3) weeks and begin the site analysis for the task outlined. We would complete preliminary design, and have construction and bidding documents ready for bidding in August with work commencing in September. If permissible, we would like to accelerate the schedule to start earlier and complete before the weather in October begins.

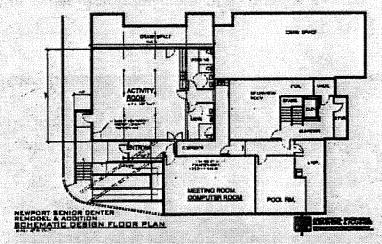


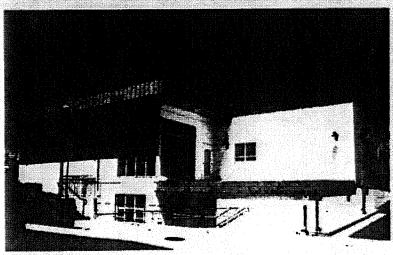
FAMILIARITY WITH CITY OF NEWPORT AND LINCOLN COUNTY PERMITTING PROCEDURES & REGULATIONS

NEWPORT SENIOR CENTER Newport, Oregon

We are very familiar with City of Newport and Lincoln County permitting procedures and regulations. HGE was retained by the Friends of the Newport Senior Center and the City of Newport to develop schematic designs and cost estimates for a remodel and addition to the City's existing Senior Center building. After funding was approved, HGE was awarded to perform full architectural services for the remodel/addition, which added a lower floor entry and remodeled a 1,700 sq. ft. crawl space into a multipurpose area with restrooms and other amenities. The project was funded by a Community Development Block Grant administered by OBDD.

HGE's Coos Bay office is approximately 90 miles (2-hour drive) south of the project site.





RESOURCES / EXPERIENCED STAFF / CURRENT AND PROJECTED WORKLOADS

HGE has the amount and types of resources (staffing, financial capability, insurance, experience, longevity, repeat business, and qualifications) needed to successfully, efficiently, and economically complete this project for the City of Newport. We are in a position to offer an efficient, experienced project team that is composed of design professionals, unburdened by an excess of administrative personnel. The proposed members of our team are available to dedicate the necessary time and effort to complete the project on schedule. Each team member's current workload allows them to spend 20% to 50% of their time overall on this project.

When needed by a project, we team with consultants who have worked with our office for a number of years on a variety of projects; DCI Engineers is one. HGE has a long track record working with DCI Engineers and they will be involved for specific structural engineering tasks as outlined in the RFP and other structural specific items that may arise. They will perform structural analysis/calculations as well as produce structural update drawings and related specifications.

Joe Slack, principal architect, Tim Lambson, and Andrew Locati, staff project architects, will be on hand to assist during all phases of the work.

Staff	Predesign & Schematic Design	Design Development	Construction Documents	Bidding Phase	Construction Phase
Joe Slack	40%	40%	20%	30%	30%
Tim Lambson	20%	20%	30%	50%	50%
Andrew Locati	20%	20%	30%	-	-
DCI Engineers	20%	20%	20%	20%	20%
TOTAL	100%	100%	100%	100%	100%

The above table illustrates time allotment of staff members and DCI Engineers - structural consultant. This gives an example of the principal's time involvement as a major component of early design work, analysis, and cost estimating, and then having staff assist with production of documents to perform services for the City in a timely manner, and meet your goals for a successful project.

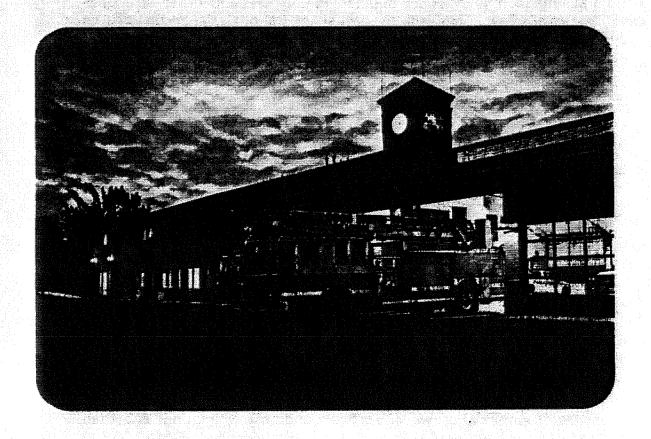
Because of this clear assignment of tasks to staff and our involvement/dedication to the project, the City of Newport will have access to our entire team and we can be on site same day as needed with a maximum time frame of 24 hours. HGE has a long history in Lincoln County and looks forward to assisting the City with this work.

Page 9

PUBLIC SAFETY TRACK RECORD

As a licensed professional architect in the State of Oregon, we are bound by the State Board of Architect Examiners to comply with all codes and ordinances and advise our clients which codes and ordinances are necessary for compliance. This responsibility extends through all design phases as well as bidding and construction contract administration. It is our responsibility to share and disclose any such information. During our analysis of your buildings, if we discover any other information that will affect long-term, low maintenance goals, we will certainly advise the City of Newport such information.

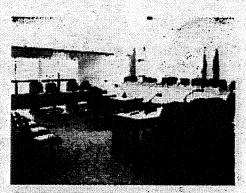
Our track record of public safety is unblemished. We keep current all codes, including ADA regulations, energy requirements, seismic, wind, fire and safety. The City can be assured of a competent qualified team with HGE.



Coos Bay Fire Station #1

EXPERIENCE WITH PUBLIC PROJECTS

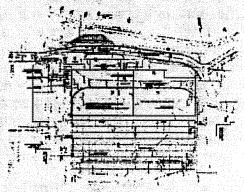
Coquille City Hall Remodel - The City of Coquille purchased a building which used to be a credit union main office, with the intent of remodeling it to become the new City Hall. In 2006, the City contracted with HGE to provide programming, design, cost estimating, construction bid documents preparation, and construction oversight services. Some of the challenges included remodeling to accommodate a city council meeting room, council dais, and more offices. There was also a need to review use of space and accessibility issues.



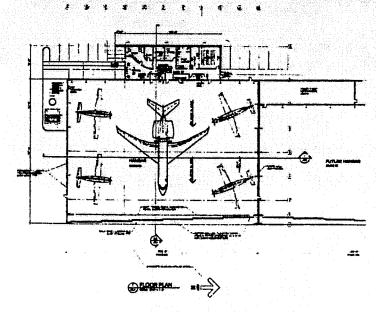
Coquille City Hall Chamber

Newport Senior Center Addition / Remodel - Please refer to the project description on page 8.

Southwest Regional Airport Hangar Building & Site Improvements, Coos Bay - HGE was asked to provide architectural and engineering consulting services for the construction of a new 33,000 sq. ft. pre-engineered metal building airplane hangar for the Coos County Airport District to replace an old hangar that burned down. The method of delivery chosen was the Construction Manager / General Contractor method. The project is 95% complete. Substantial completion is slated for April 2014.



SWORE Hangar Site Plan

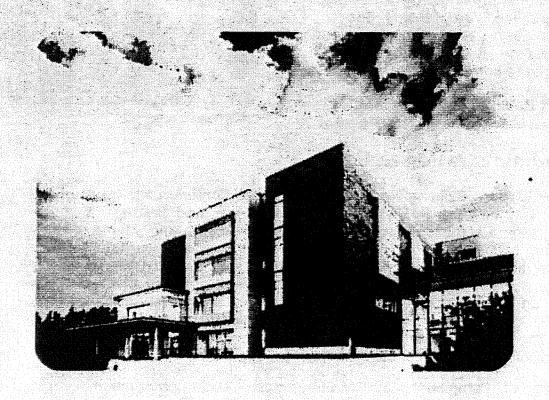


Floor Plan

SPECIFIC EXPERIENCE WITH RETRO-FITTING / RE-ROOFING / PAINTING / LIGHTING PROJECTS (PARTIAL LISTING)

- 1. Curry County Road Department Re-roof of multiple buildings in the Road Department campus. This was completed in 2012 and HGE provided full architectural services from preliminary scoping analysis to preparing construction documents, bidding, and contract administration. The County campus has multiple pre-engineered metal buildings that HGE reviewed extensively during preliminary design and developed structural enhancement work, window replacement, roof drainage improvements, wall infill, and major metal roofing work.
- 2. Coos Bay North Bend Water Board In 2012 the South Equipment Building was reroofed. A complete tear-off was recommended. Several damaged areas were replaced with new plywood and new fascia. Internal roof drains were also modified so that the drains dropped straight through the soffit, eliminating any chance of potential internal leaks. A slip sheet and a mechanically fastened, 50 mil PVC, single ply roof membrane was installed. The Water Treatment Plant was also reroofed. A complete tear-off was also recommended. Several damaged areas were replaced with new plywood on this roof as well. Internal roof drains were also modified so that the drains dropped straight through the soffit, eliminating any chance of potential internal leaks. A slip sheet and a mechanically fastened, 50 mil PVC, single ply roof membrane was installed. On both projects we required the manufacturer's representative to do a final inspection on the roofs prior to issuing the manufacturer's warranty.
- 3. Fircrest Apartment Complex Rehabilitation, Newport, Oregon rehabilitation of 30 units and community center for the Lincoln County Housing Authority.
- 4. **Major Addition / Remodels** most addition / remodel projects include major retro-fitting, re-roofing, lighting, and painting components; the following projects involved these components:
 - a. Coquille Valley Hospital Medical Center Addition/Remodel
 - b. Gold Beach Condos Remodel
 - c. Coquille Community Center Bath House Building Upgrades and Improvements
 - d. Conf. Tribes of Grand Ronde (CTGR) Community Center Building Remodel and Addition
 - e. CTGR Gaming Commission Office Building Addition
 - f. Salvation Army Building Renovation, Coos Bay, Oregon
 - g. Newport Senior Center Remodel and Addition
- 5. Confederated Tribes of Siletz Indian Housing Rehabilitation 54 single-family homes; scope of work involved inspecting interiors and exteriors; providing construction documents, bid administration, and construction administration services.

- 6. Coos Bay School District Improvements HGE has performed as Architect for the School District for more than three decades. Services have included various re-roofing projects for the last 30 years.
- 7. Reedsport School District Bond Measure Improvements in addition to major renovation and rehabilitation work, this bond measure work included retrofitting two school buildings' lighting, HVAC systems and controls, hot water systems, asbestos removal, replacement of old windows and doors, reroof, and adding fire sprinkler systems.
- 8. Bay Area Hospital HGE has acted as the Hospital's architect for many years and we have been involved with various past and ongoing projects, including numerous roofing projects.

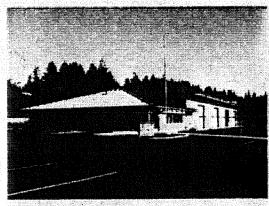


Bay Area Hospital Expansion - HGE acted as Owner's Representative

EXPERIENCE WITH PRIVATE PROJECTS

A. Coos-Curry Electric Cooperative (CCEC) Projects:

- Office/Warehouse Building, Coquille The Office/Warehouse building is a single
 story wood framed and concrete tile-up type
 construction, approximately 13, 230 sq. ft, in
 floor area. Site improvements include paved
 parking area, paved yard, fencing, and
 landscaping. Cost: \$1,473,262. Completion:
 2011. Contractor: Batzer Construction.
 CCEC is a private non-profit utility company.
- Port Orford Reception Office Remodel
- Brookings Office Remodel and Re-roof



Office/Warehouse Building

B. Siletz Administration Building

The Siletz Administration Building was completed for the Confederated Tribes of the Siletz Indians. The building was designed for multi-use and features a multi-function room with advanced light control, sound system, and media display capabilities. The building also contains small meeting spaces, a lobby space featuring display areas and reception counter, offices, staff dining room, computer room, classrooms, restrooms, vault, ATM service, and storage space. Energy efficiency was an important design criteria and the building features naturally controlled daylight, energy efficient artificial lighting control, and passive cooling (ventilation). The building costs were \$67.00 per square foot. The total project costs (site, furnishings, soils, fees, etc.) totaled \$2,500,000.

Size: 25,000 sq. ft. / Completion: 1995 / Contractor: Quade Construction

Cost: \$2,500,000 / Contact: Brenda Bremner / 1.800.922.1399

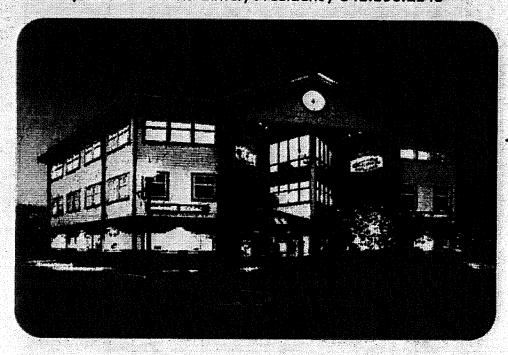
C. First Community Credit Union Projects

HGE has acted as Project Architect for the First Community Credit Union's (FCCU) branch construction program since 2001, designing and performing construction administration for sixteen (16) new and remodeled branch and headquarters buildings in Oregon and Washington. These include:

Headquarters Building - At 29,000 sq. ft., the Oregon First Plaza (headquarters building) in Coquille was designed with the future in mind. The 3-story facility houses corporate offices, a branch office; a future phone center, data systems, and additional tenant space. The boardroom includes an integrated audio and video system that is interlaced with data technology. Contractor: DLB Construction / Cost Range: \$3.9 Million / Completed: August 2006 / Contact: David Elmer, President / 541.396.2145

Branch Building / Remodel Program - Our work with FCCU started with the design of the Coos Bay branch. This building is larger (7,000 sq. ft.) and included their collections and real estate loan departments. A smaller prototype building was designed and constructed in Roseburg, Monmouth, and Dallas, and was then built in Fairview Village, Forest Grove, and The Dalles. The same building type was designed for Newberg, except that it was modified to comply with the City's historic overlay zone. The Newberg branch building was selected to receive the City of Newberg's 2004 Beautification Award in the Commercial Category. HGE also remodeled existing buildings in North Bend and Ridgefield, Washington. Other branch buildings we worked on are located in Reedsport, Myrtle Point, Cave Junction, Myrtle Creek, McMinnville, and Cave Junction. The latest branch remodel/addition project in Grants Pass, Oregon, is in the final completion stage.

Size Range: 2,500 - 27,000 sq.ft. / Contractor: Various / Cost Range: \$325,000 to \$4.1Million / Contact: David Elmer, President / 541.396.2145



FCCU Headquarters Building

HGE HISTORICAL PROJECT COST DATA

PROJECTS THAT DEMONSTRATE ABILITY TO ACCURATELY ESTIMATE WORK AND CONTROL COSTS DURING CONSTRUCTION

PROJECT	ARCHITECT'S ESTIMATE	LOW SID / ORIGINAL CONTRACT PRICE	% Difference to Estimate	CONSTRUC- 1710N Change Orders	Change Orders as % of Original Contract Price	Change Orders per OWNER request	TOTAL CHANGE ORDER AMOUNT	FINAL CONSTRUC- TION COST	Total Change Order % to Final Cost	REMARKS
ELKTON SCHOOL DISTRICT HS and Elem Sch. Roofing Project	\$395,000	\$244,469	-38%	\$ 923	0.4%	\$0	\$923	\$244,469	0.4%	
FLORENCE SENIOR CENTER Building & Site Improvements	\$777,621	\$859,002	10%	\$6,763	0.8%	\$2,451	\$9,214	\$862,000	1,1%	Project bid as traditional site built and modular building. Project increased in size during design.
COOS-CURRY ELECTRIC COOP. Office/Ware-house Building & Site Improvements - Coquille	\$1,493,125	\$1,429,475	-4%	\$590	0.04%	\$45,848	\$46,438	\$1,473,262	3.2%	Change orders were primarily items the Owner wanted added to the project.
WATERFALL School Based Medical Clinic	\$1,067,914	\$1,115,827	4.5%	\$13,493	1.2%	\$19,656	\$33,149	\$1,148,97 6	2.9%	
CONF. TRIBES OF COOS, LOWER UMPQUA & SIUSLAW INDIANS Housing Rehabilitation HEALTH Project	\$400,000	\$422,000	5.5%	\$815	0.2%	\$6,364	\$7,179	\$429,179	1.7%	
NEWPORT SENIOR ACTIVITY CENTER Building & Site Improvements	\$610,000	\$507,000	-17%	\$21,000	4.1%	\$76,000	\$97,000	\$707,000	13.7%	Difficult Expansion <u>under</u> the Building. Includes storm water site improvments.

Owner's business name and contact information for the above referenced projects are found on the following page.

REFERENCES

 BAY AREA HOSPITAL DISTRICT 1775 Thompson Road, Coos Bay, Oregon 97420 Contact: Karl Delzotti, Director of Facilities Management

Telephone: 541.269.8128

2. COOS BAY FIRE DEPARTMENT 450 Elrod Avenue, Coos Bay, Oregon 97420 Contact: Mark Anderson, Fire Chief

Telephone: 541.269.1191

 CITY OF NEWPORT PARKS & RECREATION DEPARTMENT 169 SW Coast Hwy, Newport, Oregon 97365 Contact: Jim Protiva, Parks & Recreation Director Telephone: 541.265.2855

 CURRY COUNTY ROAD DEPARTMENT 28425 Hunter Creek Road, Gold Beach, Oregon 97444 Contact: Dan Crumley, Roadmaster Telephone: 541.247.7097

 COOS-CURRY ELECTRIC COOPERATIVE 43050 Hwy 101, Port Orford, Oregon 97465 Contact: Roger Meader, General Manager/CEO Telephone: 541.332.6178

 COOS BAY-NORTH BEND WATER BOARD (Reference for Andrew Locati) 2305 Ocean Boulevard / PO Box 539, Coos Bay, Oregon 97420 Contact: Rob Schab, General Manager Telephone: 541.267.3128

7. WATERFALL COMMUNITY HEALTH CENTER 1890 Waite Street, Suite 1, North Bend, Oregon 97459 Contact: Kathryn Laird, CEO Telephone: 541.756.6232 ext. 115

8. CONF. TRIBES OF COOS, LOWER UMPQUA & SIUSLAW INDIANS 1245 Fulton Avenue, Coos Bay, Oregon 97420 Contact: Linda Malcomb, Housing Administrator Telephone: 541.888.9577

APPENDIX

Team Resumes
& DCI Engineers Statement of Qualifications

Joseph A. Slack - copy of license

HGE Inc. Letters of Reference

HGE Inc. Insurance Certificates



EXPERIENCE SUMMARY:

Mr. Slack is Vice President of HGE Inc., Architects, Engineers, Surveyors & Planners, and manager of the architectural division. He is the principal-incharge for all architectural projects assigned to HGE. Mr. Slack has held the position of project architect for a variety of building types. His involvement as been in all phases of work He also performs structural nvestigations, technical feasibility studies, and site master planning.

EDUCATION:

Bachelor of Architecture, 1982 Tulane University University of Oregon

ROFESSIONAL REGISTRATION:

Registered Architect, #2840, Oregon and 14 other states, ncluding CA, NV, AZ, AK, and HI.

PROFESSIONAL AFFILIATIONS:

National Council of Architectural Registration Boards #38,014 American Institute of Architects #228403192

onstruction Specifications Institute #1356394

LEED Accredited Professional, USGBC

Energy Trust of Oregon - New Buildings Ally

PROFESSIONAL PUBLICATION:

"LEED Through the Woods," The Construction Specifier, October 2011, Vol. 64, No. 10

COMMUNITY INVOLVEMENT:

Bay Area Chamber of
Commerce/Leadership Coos
Coos Art Museum
Southwestern Oregon Youth
Organization
Ducks Unlimited, Coos Chapter
North Bend Schools Booster Club
Board of Coos Historical &
Maritime Museum

JOSEPH A. SLACK, AIA, LEED AP

Principal Architect

Since 1982, Mr. Slack has had considerable experience in project programming, planning, design, contract document development, construction contract administration, owner representation, and project management.

Representative project types include: multi-family housing, condominiums, single family dwellings, restaurants, motels, land planning, educational facilities, medical facilities, public libraries, child care centers, commercial development, detention facilities, shopping centers, churches, senior centers, municipal and office buildings.

REPRESENTATIVE PROJECTS:

- Qaxas Housing Project, Conf. Tribes of Coos, Lower Umpqua & Siuslaw Indians, North Bend, Oregon
- Curry County Road Department Re-roofing project
- Architect-of-Record, Coos Bay Sch. Dist., Coos Bay, Oregon
- Bay Area Hospital, Architect-of-Record, Owner's Representative, Coos Bay, Oregon
- Coquille Sch. Dist. Bond Measure Improvements, Coquille, Oregon
- Coos Bay Fire Station #1 Building, Coos Bay, Oregon
- Riddle Sch. Dist. Needs Assessment/Master Planning/Roofing Projects, Riddle, Oregon
- Elkton Sch. Dist. Various Projects, Elkton, Oregon
- Myrtle Point Sch. Dist. Upgrades, Renovations, and Needs Assessment, Myrtle Point, Oregon
- South Umpqua Sch. Dist. Needs Assessment/Master Planning, Oregon
- North Bend High School Hall of Champions, North Bend, Oregon
- Coquille Indian Tribe Admin. Bldg. Remodel, North Bend, Oregon
- Tribal Governance Center, Conf. Tribes of Grand Ronde, Oregon
- Siletz Tribe Administration Building, Siletz, Oregon
- Coquille Tribal Clinic Addition and Remodel Coos Bay, Oregon
- Mid OR Federal Credit Union, Prineville and Madras Branch Building
- Coquille Valley Hospital, Various Remodels and Addition, Coquille, Oregon
- Reedsport Sch. Dist. Bond Measure Improvements, Reedsport, Oregon
- First Community Credit Union: Grants Pass Br. Expansion & Cave Junction Br. Projects
- Coquille City Hall Remodel, Coquille, Oregon



EDUCATION:

Graduated Cum Laude Bachelor of Architecture and Ichelor of Architectural Studies Ington State University, 1987 Pullman, Washington

)FESSIONAL REGISTRATION: Registered Architect, #3432, Oregon

OFESSIONAL AFFILIATIONS: NCARB Certification, 1994

> Professional Member: National Trust for Historic Preservation

OMMUNITY INVOLVEMENT:

Toos Bay School Facilities Task Force, 2010 to present Downtown Coos Bay Historic Walking Tour Guide, 2003 to present

Coas Bay Design Review
Committee, 2001 to present
Coas Bay Lady Rebels Girls
asketball Organization Board
Member, 2013 to present
Boys & Girls Club Assistant
ryball Coach, 2010 to present
ys & Girls Club Assistant Track
Coach, 2011 to present
; & Girls Club Boys Basketball
Coach, 2012 to present

AWARDS:

Walla Walla Main Street lanner Design Competition, 1988 - First Place

Walla Walla Main Street Janner Design Competition, 1988 - First Place

Washington State U.
Campus Directory
Cover Design Competition,
1987 - First Place

ANDREW J. LOCATI

Project Architect

Andrew has over 26 years of architectural design and project management experience here along the Oregon coast. Andrew has a broad architectural design background in a diverse variety of projects such as: Reroofing projects for the Coos Bay-North Bend Water Board, Southwestern Oregon Community College, various school districts, commercial buildings, historic building restoration and adaptive re-use, building façade studies, school district master planning, commercial development, waterfront boardwalk design, restaurant expansions and remodels, financial institutions, a health clinic, an automobile dealership and numerous residential designs (both new and remodels).

RELEVANT EXPERIENCE:

Coos Bay North Bend Water Board Maintenance Projects Reroof of South and West Equipment Buildings Treatment Plant Reroofing

Southwestern Oregon Community College Reroofing Projects Sunset Hall, Eden Hall, Sumner Hall and Fairview Hall Coos Bay, OR

Port of Bandon
Reroofing Project
(Former Coast Guard building)
Bandon, OR

North Bend School District Reroofing Project Administration Building North Bend, OR

Brookings-Harbor School District Reroofing Project Azalea Middle School Brookings, OR

Gold Beach School District Reroofing Projects Gold Beach, OR



EXPERIENCE SUMMARY:

Tim joined HGE as an intern rchitect and soon was assigned responsibilities as a Project Manager in HGE's architectural department. While attending ersity and working on his BA in hitecture, Tim also worked as a ood, Metal, Design Fabrication lity Monitor, 2004 - 2008. He also trained students/faculty members in the use of diverse fabrication tools, including all available woodworking / alworking tools, as well as a 5axis CNC Router (SolidWorks/AutoCAD based program), and the Laser Cutter (AutoCAD based program).

EDUCATION:

B.A. In Architecture niversity of Arizona, Tucson, AZ

ROFESSIONAL AFFILIATION:

chitect Intern, State of Oregon ational Council of Architectural Registration Boards

HONORS/AWARDS:

2008 AIA Capstone Design Awards, Honorable Mention

> Solar Decathlon University of Arizona Design Team Member

TIM LAMBSON

Intern Architect

Tim Lambson is an Intern Architect and Project Manager in HGE's architectural department. He acted as project manager for the recently completed \$4.3 million Coos Bay Fire Station No. 1 building and site improvements project. He has prepared AutoCAD and graphic renderings for client presentations and developed AutoCAD drawings required for preliminary design proposals, design development, and construction document phases of various projects. He has worked on project proposals, all phases of design, development of specifications, and construction administration of various project types. Tim is also very familiar with all phases of construction, having worked with his family's construction company for several years.

Representative project types include:

- School Campus Facilities
- Multi-family and Single Family Residential Housing
- Fire Stations
- Banks
- Senior Center
- Hospital

REPRESENTATIVE PROJECTS:

- Renovations and Maintenance Projects, Coos Bay School District,
 Oregon
- Myrtle Point School District Needs Assessment, Myrtle Point, Oregon
- North Bend High School Hall of Champions, North Bend, Oregon
- Coos Bay Fire Station #1, Coos Bay, Oregon
- Estacada Fire Station Bond Measure Campaign, Estacada, Oregon
- ► Coos-Curry Electric Coop. Office/Warehouse, Coquille, Oregon
- Coos County Parks Riley Ranch Facilities, Coos County, Oregon
- Brookside Estates Town Homes (Single Family, Duplex, Four-plex homes), North Bend, Oregon
- ▶ 1960's Co-Op design/remodel in modern style, Tucson, Arizona
- ▶ Women's Imaging Suite Remodel, Bay Area Hospital, Coos Bay, Oregon
- Bay Area Hospital Building Expansion MRI Upgrade, Coos Bay, Oregon
- Oregon First Community Credit Union, The Dalles Branch Building Addition, The Dalles, Oregon
- Oregon First Community Credit Union, Sutherlin New Branch Building
- Newport Senior Center Remodel and Addition, Newport, Oregon
- Private Residential Homes New construction, remodels, and additions



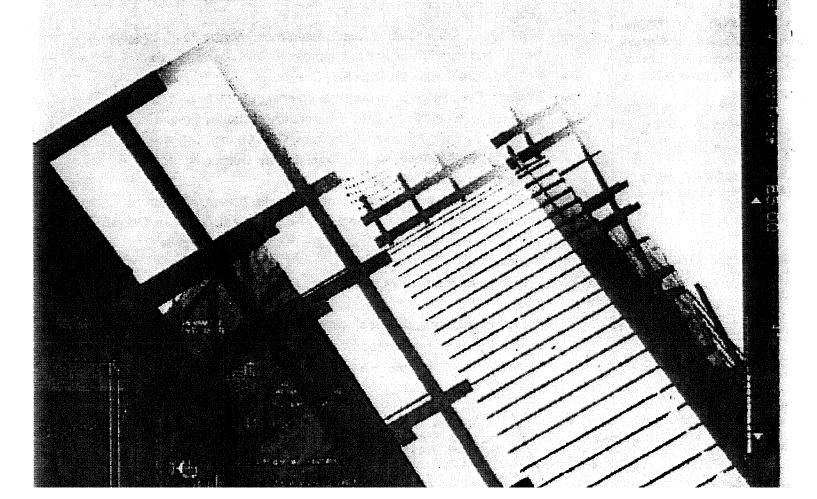
Statement of Professional Qualifications

Prepared For: H.G.E. Inc, Architects, Engineers, Surveyors, and Planners

NEWPORT MUNICIPAL AIRPORT ROOF REPLACEMENT PROJECTS

MARCH 2014

100 West 13th Avenue, Suite 210 • Eugene • Oregon • 97401
Phone: 541,887,0129 • www.dcl-engineers.com
Seattle • Spokane • Portland • San Diego • Austin • Irvine • Eugene • San Francisco • Anchorage



THE CITY OF NEWPORT MUNICPAL AIRPORT ROOF REPLACEMENT PROJECT

DCI Design Team

DCI Engineers proposes the following primary design team members to be involved from project conception through completion. Refer to individual resumes for relevant experience.

- Principal-in-Charge: Wade Younie, P.E., S.E. Principal
 Project Role: Directing the design team to meet the client's needs from schematic design through construction support services, quality control documents through the design process.
- Project Manager/Engineer: Matthew Gralund, P.E., S.E. Associate Principal
 Project Role: Primary project manager throughout the project, responsible for design of all structural elements, attend necessary team meetings, site visits when necessary.

We have presented this design team that will remain intact throughout the project including construction support services as long as the schedule is maintained. We will maintain the continuity of these key team members. Other staff will be added as the project effort requires. DCI Engineers has the ability to reach out to other offices when necessary to meet and make deadlines for our clients.

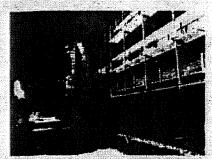
Project Site Knowledge

Matthew Graiund arranged a site visit with the City of Newport to view the actual buildings involved in the RFP. He met with Melisa Roman on February 26, 2014. Together they viewed each building that was discussed in the RFP. This visit gave Matthew a better idea of what the City of Newport needs to make their project successful.

GOVERNMENT / MUNICIPAL

Project Experience





Eugene State Office Building



Lane County Public Health Building



Norm Dicks Government Center

SERVICES PROVIDED FOR:

City of Eugene Police Headquarters, Eugene, OR, City of Eugene, PIVOT Architecture

Lane County Public Health Building, Eugene, OR, Lane County, PIVOT Architecture

Lane County Public Works Customer Service Center, Eugene, OR, PIVOT Architecture

Eugene State of Oregon Office Building, Eugene, OR, State of Oregon:

Gervals City Hall (civic center), Gervais, OR, PIVOT Architecture

Lincoln County Maintenance Facility Renovation and Expansion, Newport, OR, Robertson|Sherwood|Architects

Springfield Justice Center, Springfield, OR, Robertson|Sherwood|Architects

Coos Bay Fire Station #1, Coos Bay, OR, H.G.E. Inc.

Eugene Airport Terminal A Expansion, Eugene, OR, Robertson|Sherwood|Architects

Coos/Curry County Electrical Cooperative, Coquille, OR, H.G.E. Inc.

Canby City Hall and Library Studies, Canby, Oregon, FFA Architecture and Interiors

Canby City Hall Renovation, Canby, OR, FFA Architecture and Interiors

Champoeg Park Pavilion Restoration, Champoeg, OR, Oregon State Department of Parks

Corvailis City Hall - Seismic and Historic Evaluation, Corvailis, OR, City of Corvailis

Corvallis City Library - Seismic Retrofit, Corvallis, OR, Corvallis Public Works

Oregon State Revenue Building Restoration, Salem, OR, D&R Masonry Restoration

Vista House Repairs, Corbett, OR, Oregon State Department of Parks

Seattle City Light North Base Renovation, Seattle, WA, Wagner Architects

Bonner County Courthouse Upgrades, Sandpoint, Idaho, Lombard-Conrad Architects

Sedro Wooley Fire and Police Station, Sedro Wooley, WA, Carletti Architects, P.S.

Sedro Woolley City Hall, Sedro Wooley, Washington, Carletti

GERVAIS CITY HALL

Gervais, Oregon

PROJECT TYPE government, public

PROJECT CLASSIFICATION structural

CLIENT
PIVOT Architecture

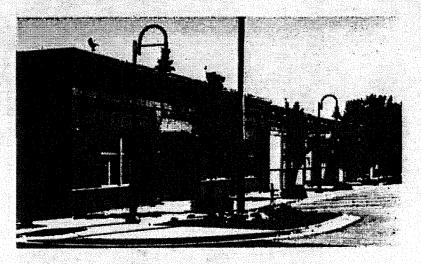
GENERAL CONTRACTOR
JWC General Contractors

CONTRACT TYPE consultant

CONSTRUCTION COST \$1,180,000

SIZE 5,300-sf

CONSTRUCTION masonry, concrete, wood



Located in the heart of the Willamette Valley, Gervais was in need of a central civic center for their 2,292 community members. DCI Engineers provided structural engineering services for this new one-story building to house the City Administration staff, the Police Department, and the Public Works Department. To maintain continuity with the other early 1900's era buildings and storefronts, the new City Hall was designed to reflect an old building rich with history.

Primary construction materials are wood, masonry, and concrete. The wall system consisted of wood-framing with a masonry firewall. The foundation comprised of slab-on-grade. The roof system is open web joists with a flat roof.

LANE COUNTY PUBLIC WORKS CUSTOMER SERVICE CENTER

PERF. PERF. PERF. PERF.

Eugene, Oregon

PROJECT TYPE public, office, re-use

PROJECT CLASSIFICATION structural

CLIENT PIVOT Architecture

CONTRACT TYPE consultant

SIZE 20,000-sf

CONSTRUCTION masonry, wood

AWARDS LEED® Certified



DCI Engineers provided structural engineering services for this 20,000-sf one-story building. The county saw an opportunity in an old public works garage. That building now houses the Public Works Customer Service Center for the Land Management Administration, Planning, Surveying and Parks Departments. The building underwent a major transformation with a lot of forethought and ingenuity to present sustainable office space, conference rooms, and lobby with front counters for customers.

Primary construction is masonry walls and timber roof. The main entry has a storefront glass system with a raised roof.

MATTHEW GRALUND, S.E. ASSOCIATE PRINCIPAL

Eugene, Oragon
Project Experience

EDUCATION

B.S., Structural Engineering, University of Wyoming M.S., Structural Engineering, University of Wyoming

REGISTRATION

Civil: Alaska, New Mexico, South Carolina, South Dakota, and Washington Structural: Oregon, Idano, Montana, Wyoming General Post-Earthquake Inspector: Oregon; Plans Examiner, Oregon

PROFESSIONAL SOCIETIES

National Council of Engineering Examiners Society
American Concrete Institute
American Institute of Steel
Construction, Member
Construction Specification
Institute, Willamette Valley
Chapter

PROFILE

Matthew Gralund has over 20 years' experience in the design of structures in the private, educational, government and industrial sectors. His Architectural/Engineering experience and knowledge give him a strong ability to coordinate the structure with architectural, mechanical and electrical systems.

Mr. Gralund is registered in multiple states and has had the responsibility for structural design, specification writing, and construction management. Included in his experience is the creation and refinement of the structural system used on two prototype retirement residences, a system that was implemented on 60 retirement residences across the country.

PROJECT EXPERIENCE

Lane County Public Works - Customer Service Center - LEED®, Eugene, OR, PIVOT Architecture

Gervais City Hall, Gervais, OR, PIVOT Architecture

Walterville Elementary School Selemic Upgrade, Springfield, OR, Springfield Public Schools

VAMC Protective Care Unit, Roseburg, OR, Robertson|Sherwood|Architects

Riverwalk Apartments & Retail, Eugene, OR, Hoviss Development Lane Community College Building 11 Remodel, Eugene, OR, gLAs Architects

Chase Crossing Apartments - LEED®, Eugene, OR, gLAs Architects

Lane Community College Building 10 Renovation and Remodel, Eugene, OR, Rowell Brokaw Architects

Central Elementary School Selamic Upgrade, Albany, OR, gLAs Architects

Pacific Northwest Publishing, Eugene, OR, 2fORM Architecture
Dari Mart Expansion, Junction City, OR, TBG Architects
MLK Education Center, Eugene, OR, PIVOT Architecture

Other Engineering Experience

Education Facilities: Six new Elementary Schools, K-12 Additions, Willamette University Montag Center

Retirement and Assisted Living Facilities: new facilities
Seismic Upgrades & Evaluations: Commercial Buildings,
Supermarket Additions. Medical Office Buildings

Public Buildings: Community Center with Sherriff's Office, Fire Station Addition, Historical Buildings

WADE YOUNIE, P.E., S.E. PRINCIPAL IN CHARGE

Portland, Oragon Project Experience

EDUCATION
B.S., Civil Engineering,
Portland State University, 1979

REGISTRATION
Civil & Structural:
Oregon, Washington, California, &
Montana

PROFESSIONAL SOCIETIES

Structural Engineers Association of Oregon (SEAO)

American Society of Civil Engineers (ASCE)

APPOINTMENTS & COMMITTEES

SEAO:

- *President (1996-1997)
- *Vintage Building Committee, Chairman
- *Legislative Committee

ASCE:

*Standards Committee on Seismic Rehabilitation of Existing Buildings

EXPERIENCE

Wade Younle has worked as a consulting engineer in Portland for over 30 years. He specializes in existing buildings, including structural investigations, seismic upgrades and historic renovations. His hands-on project approach creates a team atmosphere, encouraging coordination and communication among team members from start to finish on each project. Younle strives to develop the most innovative solutions, helping meet the client's goals for each project.

Younie's extensive experience with seismic retrofit, rehabilitation, structural repairs and historical preservation has encompassed a wide variety of existing structures. As a member of ASCE Standards Committee on Seismic Rehabilitation of Buildings, Mr. Younie stays current with the latest technology and research regarding existing building seismic evaluations and upgrades.

PROJECT EXPERIENCE

Gus Soloman Courthouse, Portland, Oregon, Cherokee Construction Services, LLC

911 Federal Building, Portland, Oregon, Cherokee Construction Services, LLC

905 Federal Building, Portland, Oregon, Cherokee General Corporation

Canby City Hall Renovation, Canby, Oregon, FFA Architecture
New Market West Seismic Upgrade, Portland, Oregon, Home
Forward

Oregon State Revenue Building Renovation, Portland, Oregon, D&R Masonry Restoration

Fort Yamhill Officer's Quarters Timber Porch, Yamhill, Oregon, Oregon Department of Parks and Recreation

Vista House Stairs Restoration, Corbett, Oregon, Oregon Parks and Recreation

Heceta Head Lighthouse Restoration, Florence, Oregon, Oregon Parks and Recreation

Coquille River Lighthouse Window Restoration, Bandon, Oregon, Oregon Parks and Recreation

Portland Cordage Building (BridgePort Brewery) Remodel and Seismic Upgrade, Portland, Oregon, Holst Architect

Lloyd Center Block K & L Renovation and Seismic Upgrade, Portland, Oregon, Waterleaf Architecture

Oregon Pacific Building Seismic Upgrade, Portland, Oregon, Winstead & Associates

727 SW Natio Parkway Building Seismic Upgrade, Portland, Oregon, Chesshir Architecture

MacKenzie Mansion Seismic Study, Portland, Oregon, FFA Architects

STATE OF OREGON

BOARD OF ARCHITECT EXAMINERS

Issue Date Exp. Date 10/16/1987 2840

6/30/2014

Joseph A. Slack
H.G.E. Inc., Architects Engineers Surveyors a
375 Park Ave. Coos Bay, OR 97420-

205 Liberty St. NE, Suite A

Salem, OR 97301 Phone: (503) 763-0662 / Fax: (503) 364-0510 http://www.orbse.com

This wallet card is your certificate of renewal and shows the expiration date of your registration. Please review it carefully and notify the Board of any corrections.

You are required to notify the Board, in writing,

information. An architect's professional stamp must include the city and state of the principal

within 60 days of any change in contact

office location.



Reedsport School District 105

100 Ranch Road, Reedsport, Oregon 97467-1739 Phone (541) 271-3656 Fax (541) 271-3658

June 30, 2011

To Whom It May Concern:

HGE, Inc. has worked for the Reedsport School District for a number of years. In recent years they assisted with a facility needs assessment with a detailed breakdown of building components and systems costs upgrades, as well as facility program upgrades to better serve the students with safe, secure, warm and dry facilities. It was this study that was the basis for a successful \$10 million bond campaign. HGE facilitated a design improvement for our elementary school and the following year our Jr/Sr High School. Both projects were intense remodels and both were delivered as promised to the community.

The \$2.4 million elementary school work was delivered on a traditional design bid construction method. At the suggestion of HGE, the extensive work anticipated at our Jr/Sr High School, (\$6.5 million), we employed the Construction Manager/General Contractor method (CM/GC). This process, while fairly uncommon in rural Oregon, was very successful for our project and we were thankful for HGE's insightful and forward thinking to suggest this delivery method.

HGE brought a comprehensive design team to our district and delivered a very successful end result for our community. The high school has been transformed from an out-dated, worn facility to a modern, bright and cheerful facility with complete systems replacement, as well as major interior remodel and hallway/circulation revision. From the principal architect, Joe Slack, to their staff architects, intern architects, on-staff electrical and civil engineers, and their consultants, we felt we were in good hands. They performed their work in a competent, professional manner and it was a pleasure working with this organization.

Without reservation I recommend HE for any future projects of a similar style.

Sincerely,

Ike Launstein Superintendent

Reedsport School District

Joe Slack

From:

Ike Launstein [ILaunstein@readsport.k12.or.us] Wednesday, April 21, 2010 11:02 AM

Sent: To:

Joe Slack; Gene Doll; Kevin Lindsted

Subject:

Supt Tour

Guys,

I want to let you know how impressed the supts were with the remodeling work at the junior/senior high. Last evening I was at school board/superintendent session at Bandon and again supts told me how impressed they were work the renovation. I am very proud of what you have done for the Reedsport community. Thanks

Ike



COOS BAY PUBLIC SCHOOLS

Blossom Gulch Elementary School * Bunker Hill Elementary School * Madison Elementary School.

Millicoma Intermediate School * Sunset Middle School * Marshfield High School * Harding Learning Center

February 19, 2008

HGE, Inc.
Attention: Joe Slack
375 Park Avenue
Coos Bay, OR 97420

REGEIVED HGE INC. FEB 2 6 2008 ARCHITECTS, ENGINEERS SURVEYORS & PLANNERS

Dear Joe:

At its meeting on February 11, 2008, the Coos Bay School District Board voted to continue using your professional services as the District's architectural/engineering consultant for the 2008-09 school year.

I'm pleased to tell you, Joe, that the comments received from staff evaluations were all very positive. You've been very accessible, efficient, professional, and accurate. Coos Bay Schools has enjoyed a long relationship with HGE. Your extensive knowledge of our facilities is extremely helpful to us all.

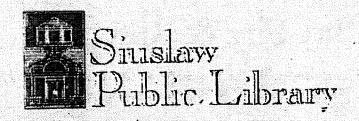
Thank you for the job you've done for Coos Bay Public Schools. We look forward to continuing our work with your office.

Sincerely,

Bob De La Vergne

Superintendent

mjlx:AsstSupt\ProfSrvExtended.doc



ARCHITECTS, ENGINEERS SURVEYORS & PLANNERS

May 11, 2011

To Whom It May Concern:

In 2007, through a formal "Request for Proposal" process, the Siuslaw Public Library District hired HGE, Inc., to provide full architectural design services and construction oversight for a 6,000 square foot addition to our 1990 building and a complete remodel of the existing structure. We enjoyed an excellent working relationship with Joe Slack and Chad Dixon, the two HGE principals assigned to our project.

For the duration of our project, the Siuslaw Public Library relied on the services of HGE for everything from pre-design cost estimating, schematic design, design development, construction documentation, bidding phase, and construction administration. HGE was always professional and reliable in dealing with our needs and concerns throughout all phases of our project, and we are pleased with the final results of their efforts.

I would highly recommend HGE for any project similar to ours. Please feel free to contact me at (541) 997-3132, extension 211 if you wish to discuss my recommendation further.

Very truly yours,

Stephen C. Skidmore

Stoplan C. Ski huere

Library Director



Coos Bay Fire & Rescue

150 South 4th Street, Coos Bay, Oregon 97420 • Phone 541-269-1191
Fax 541-267-0378 • http://www.coosbay.org

Estacada Rural Fire District

PO Box 608

Estacada, Oregon 97023

May 9, 2011

Dear Sirs,

This letter is to serve as a recommendation for the firm of HGE, Inc. of Coos Bay to provide architectural, planning and project management of your new fire station.

Our experience with HGE is based on them working with us on our new fire station. The architect, Joe Slack, was with us from day one. He met many times with our firefighters, both career and volunteer; to be sure we were getting the building we wanted. Joe spent many hours visiting other fire stations throughout the state getting a "feel" for what we do.

Our building design speaks for its self. We would change nothing. The sustainable design of the building is working well for us. We moved from a 11,000 square foot building to one of almost 25,000 square foot and our utility costs have went down!

HGE, Inc. experience with project management on our building was excellent. They were with us from day one of the project until we moved in and even today they are our advocates for anything with the station.

HGE, inc. has the qualifications, experience and know-how to help you get a building that will meet the needs of your community and your firefighters.

and the train to be

If you have any questions please do not hesitate to contact me directly.

Sincerely,

Stan Gibson

Fire Chief

HGE INC. Current Insurance Coverages

It is understood that our insurance coverages for Professional Liability for each claim or occurrence is \$1,000,000 in lieu of \$1,300,000. HGE will increase this coverage and provide the certificate for such once selected. All other insurance coverages required are met.

Following are certificates that show our current insurance coverages.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYY) 10/15/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES SELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(iss) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

ONICE	NAME: Marilyn A. Pothier						
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) Box 1019	insureren appording coverage	NAIC #					
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OVERAGES

CERTIFICATE NUMBER: CL13101503539

REVISION NUMBER:

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	AUTHORIZED REPRESENTATIVE						



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 4/4/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(les) must be endorsed. If SUBROGATION IS WAIVED, subject to

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			SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED SEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE							

Thomas Wilkins/MIMI

OREGON WORKERS COMPENSATION CERTIFICATE OF INSURANCE



CERTIFICATE HOLDER:

HGE INC. ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS
375 PARK AVE
COOS BAY, OR 97420

The policy of insurance listed below has been issued to the insured named below for the policy period indicated. The insurance afforded by the policy described herein is subject to all the terms, exclusions and conditions of such policy.

POLICY NO.

POLICY PERIOD

ISSUE DATE

516037

07/01/2013 to 07/01/2014

03/26/2014

INSURED:

BROKER OF RECORD:

H G E INC ARCHITECTS, ENGINEERS, SURVEYORS & PLANNERS
375 PARK AVE
COOS BAY, OR 97420-2244

LIMITS OF LIABILITY:

Bodily Injury by Accident
Bodily Injury by Disease

\$500,000 \$500,000 each accident each employee

Body Injury by Disease

\$500,000

policy limit

DESCRIPTION OF OPERATIONS/LOCATIONS/SPECIAL ITEMS:

IMPORTANT:

The coverage described above is in effect as of the issue date of this certificate. It is subject to change at any time in the future.

This certificate is issued as a matter of information only and confers no rights to the certificate holder. This certificate does not amend, extend or alter the coverage afforded by the policies above. This certificate does not constitute a contract between the issuing insurer, authorized representative or producer and the certificate holder.

AUTHORIZED REPRESENTATIVE

John C. Plotkin President and CEO